

EXHIBIT B: SPACE LICENSE

1. TCG, at its sole discretion, may license BellSouth to situate BellSouth equipment in the TCG central office and to utilize TCG site support services in the TCG central office such as power, heating, ventilation, air conditioning and security for such equipment, for the sole purpose of interconnection. Such licenses and site support services are referred to herein collectively as a "Space License." If TCG denies BellSouth a Space License in a particular TCG central office, TCG shall assure that BellSouth may interconnect with TCG's network through an alternative arrangement reasonably acceptable to both parties, including without limitation, lease of TCG's facilities directly connected to BellSouth's network; mid-span fiber meet; space in an adjacent premises; and an arrangement by which TCG would assume ownership and control of equipment provided by BellSouth to be located in the TCG central office for the sole purpose of interconnection.
2. The allowable network interfaces under a Space License are DS1, DS3 or another network interface as mutually agreed upon between the Parties to this Agreement.
3. Space Licenses are available subject to the availability of space and site support services in each TCG central office. To establish a Space License, BellSouth must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.
  - 3.1 Among the information to be provided in the questionnaire, BellSouth must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any transmission cable to be installed (collectively "Licensed Facilities"). The space in the TCG central office in which BellSouth's equipment is or is to be located is referred to herein as the "Equipment Space."
  - 3.2 BellSouth is responsible for the installation of Licensed Facilities in accordance with TCG's installation processes and procedures. BellSouth will use TCG's certified vendors for the installation of License Facilities.
  - 3.3 If BellSouth desires to modify its request, prior to notification from TCG regarding availability, BellSouth may do so by requesting that TCG cancel the original request providing a new questionnaire to TCG to process.

4. Following receipt of the questionnaire, TCG will determine whether there is sufficient TCG central office space and site support services to meet the request contained in BellSouth's questionnaire. TCG will notify BellSouth in writing within thirty (30) business days whether there is sufficient TCG central office space available for each such request.
5. Upon receiving written notification of the availability of TCG central office space from TCG, BellSouth will provide written verification that it still requires such TCG central office space. This written notification is BellSouth's firm order for each TCG central office space requested, and will constitute an executed Space License under the terms of this Exhibit B.
6. The rates and charges are to be negotiated by the Parties.
7. TCG agrees to provide site support services as follows:
  - 7.1 TCG will design, engineer, furnish, install, and maintain cable racks for BellSouth's use.
  - 7.2 TCG will design, engineer, furnish, install, and maintain a battery distribution fuse board ("BDFB") from which TCG will supply DC power to BellSouth.
  - 7.3 TCG will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.
  - 7.4 TCG will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that TCG maintains for its own similar equipment.
8. TCG will provide the amount of space requested by BellSouth unless TCG reasonably determines the quantity of space requested is not available. If the amount of requested space is not available, TCG will specify the dimensions of the Equipment Space available and will specify any physical or space separation requirements. If the amount of space requested is available, TCG will provide the location of the space and will specify any physical or space separation requirements.
9. For the purpose of performing work for which BellSouth is responsible under this Exhibit B, TCG licenses BellSouth to enter and exit the Equipment Space through portions of the TCG central office as designated by TCG. Unless a service outage is occurring or appears to be imminent, BellSouth shall perform its work in the TCG central

office during regular business hours as designated from time to time by TCG. BellSouth and TCG will establish contact lists and procedures for after hours entry to the TCG central office.

10. BellSouth will provide a twenty-four (24) hour local or toll free telephone number which TCG can use to verify the authority of such personnel to enter the Equipment Space. BellSouth shall furnish to TCG, and keep current, samples of the identifying credentials to be carried by all BellSouth employees authorized to enter the Equipment Space. Notwithstanding Section 10 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, or except in the case of willful misconduct or gross negligence on the part of TCG, BellSouth hereby releases TCG, TCG's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any person who possesses a BellSouth employee identification badge and who was verified and admitted by TCG.
11. While in the TCG central office, employees of BellSouth and its contractors must comply at all times with TCG's security and safety procedures and requirements. TCG may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with TCG's procedures and requirements after being notified of them.
12. Each Party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other Party's property and the property of others in and around TCG's central office.
13. BellSouth's employees and contractors shall abide by the requirements of Section 5.10, Interference or Impairment, of Attachment 4, incorporated herein by this reference.
14. In addition to the Licensed Facilities, BellSouth may bring into the Equipment Space whatever tools and equipment necessary to install and maintain its equipment. BellSouth will be responsible for the care and safeguarding of all such items. BellSouth may not bring into the TCG central office any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.
15. TCG and its designees may inspect or observe the Equipment Space, the space designated by TCG for BellSouth transmission cable, the Licensed Facilities, and any work performed by or behalf of BellSouth in the TCG central office, at any time. If the Equipment Space is

surrounded by a security enclosure, BellSouth shall furnish TCG with all mechanisms and information needed for entry to the Equipment Space.

16. TCG and BellSouth intend that the Licensed Facilities, whether or not physically affixed to the TCG central office, shall not be construed to be fixtures. BellSouth (or the lessor of BellSouth equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.
17. BellSouth agrees not to sell, convey, or lease BellSouth transmission cable under any circumstances, except for a conveyance of BellSouth transmission cable to TCG or to another space licensee upon termination of the applicable Space License. BellSouth further agrees not to cause, suffer, or permit BellSouth transmission cable to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by BellSouth or any act or omission of BellSouth. If BellSouth transmission cable becomes so encumbered, BellSouth agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.
18. The licenses granted by this Agreement are non-exclusive personal privileges allowing BellSouth to situate the Licensed Facilities in the locations indicated by TCG. These licenses and the payments by BellSouth under this Agreement do not create or vest in BellSouth (or in any other person) any property right or interest of any nature in any part of the TCG central office.
19. The licenses granted to BellSouth under this Agreement shall be subordinate to any mortgages or deeds of trust that may now exist or may in the future be placed upon any TCG central office; to any and all advances to be made under such mortgages or deeds of trust; and to the interest thereon and all renewals, replacements, or extensions thereof.
20. TCG may relocate the licensed space, or the TCG central office, or both upon thirty (30) days prior written notice to BellSouth. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work that is TCG's responsibility and is performed by TCG will be without charge to BellSouth. TCG will reimburse BellSouth for the reasonable cost of such relocation work performed by BellSouth, and TCG will provide at its own expense any additional or replacement cable racks and BellSouth transmission

cable needed to accommodate the relocation of the installation. TCG and BellSouth will work together in good faith to minimize any disruption of service in connection with such relocation.

21. Licensed Facilities will be furnished, installed and maintained in accordance with the following:
  - 22.1 BellSouth agrees to furnish all Licensed Facilities.
  - 22.2 BellSouth agrees to install the Licensed Facilities. BellSouth agrees to comply with specifications and processes furnished by TCG for installation performed by BellSouth.
  - 22.3 BellSouth agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in BellSouth's frame to the designated TCG power source. BellSouth will distribute the power among its equipment within the Equipment Space.
  - 22.4 BellSouth agrees to maintain in good working order all BellSouth equipment in Equipment Space. TCG agrees to repair BellSouth transmission cable. BellSouth is not permitted to repair installed BellSouth transmission cable in order to avoid possible harm to other transmission cables.
  - 22.5 BellSouth may use contractors to perform installation and maintenance for which BellSouth is responsible. TCG consents to use of those contractors listed on a then current TCG approved list of BellSouth submitted contractors. Use of any other contractors shall require TCG's prior written consent, which shall not be unreasonably withheld.
  - 22.6 BellSouth may, at its own discretion and expense, choose to install its equipment in locked cabinets, provided that space and configuration will permit such. If BellSouth chooses to install its equipment in locked cabinets, BellSouth shall leave the appropriate keys with TCG and agrees to allow TCG the right of entry to such cabinets.
22. Under the Space Licenses, TCG performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by TCG, and provides no maintenance for any BellSouth equipment in Equipment Space. TCG warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with TCG technical specifications and that the incidental material provided by TCG shall be free from defects. TCG MAKES

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

23. In addition to any other rights or remedies that TCG may have under this Agreement or at law, TCG may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:
- 24.1 BellSouth fails to pay charges due or fails to comply with any of the terms or conditions of this Exhibit B.
- 24.2 BellSouth fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Exhibit B.
24. In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:
- 25.1 Within thirty (30) days after termination of a Space License, BellSouth will, at its sole expense, remove all BellSouth equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If BellSouth fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, TCG may, at its option, upon ten (10) days written notice to BellSouth, perform the removal and restoration at BellSouth's sole risk and expense.
- 25.2 Because removal of installed BellSouth transmission cable may cause damage to other cables or fiber, BellSouth agrees to relinquish or transfer its transmission cable to TCG or to another TCG space licensee in lieu of removal. Upon termination of the applicable Space License, unless transferred to another TCG space licensee, all BellSouth transmission cable will be automatically conveyed to TCG, thereby becoming the property of TCG, free of any interest or lien of any kind by BellSouth (or by any person claiming through BellSouth). At TCG's request, BellSouth will promptly execute and deliver to TCG a bill of conveyance or such other assurances as may be requisite to confirm or perfect the transfer of BellSouth transmission cable to TCG.
- 25.3 If no monies are owed by BellSouth to TCG under this Agreement, TCG agrees to deliver such removed equipment to BellSouth's last known business address or to a domestic location designated by BellSouth, at BellSouth's sole risk and expense.

